

PATENT**Attorney Docket No. COLB-001/25US**

COOLEY GODWARD LLP
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PALO ALTO, CA 94306-2155

ASSIGNMENT

Whereas, Lester F. Ludwig, residing at 1239 Southdown, Hillsborough, CA 94010; and J. Chris Lauwers, residing at 350 Sharon Park Drive, H-210, Menlo Park, CA (hereinafter referred to individually and collectively as "Inventor") have made an invention relating to certain new and useful improvements in:

VIDEO CONFERENCING ON EXISTING UTP INFRASTRUCTURE

and executed therefor an Application for Letters Patent of the United States and

having an oath or declaration executed on even date herewith;
 bearing Serial No. _____ and filed on May 5, 1998
 issued as a Patent No. _____ on _____

Whereas, Collaboration Properties, Inc. (hereinafter "Assignee"), a corporation of Nevada, and having a principal place of business at 913 Village Blvd., Suite 7, Incline Village, Nevada 89451, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:

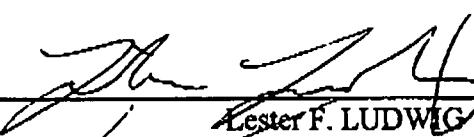
Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application and any other application, domestic or foreign, that claims said invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications.

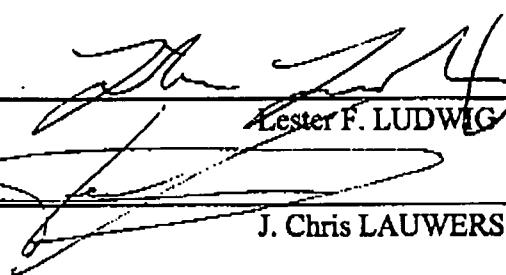
Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in

its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.

Date: 5/1/98 By: 

Lester F. LUDWIG

Date: 5/1/98 By: 

J. Chris LAUWERS

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